

FOR SALE.

Very desirable business lot on North Main Street. Those who bought business property a few years ago are glad now. Buy this lot and get the benefit of the advance in values of business property that will take place in the next few years.

J. FURMAN EVANS CO.

Evans Building :: Anderson S. C.

RENDERED DECISION IN THE WATER DISPUTE

JUDGE PRINCE HANDS IMPORTANT ORDER DOWN

NEW SCHOOLS PAY

All Schools in Anderson, Erected Before February Will Get Free Water

Following the dispute between the school board of Anderson and the Southern Public Utilities Company, a very important ruling has been handed down by Judge Prince, which says that all schools erected before February 10, 1914 must be furnished water free, while the new schools must pay for what they consume. Because of the fact that every one in Anderson has been interested in this case the entire decision is reproduced:

This was a controversy without action on an account alleged to be due plaintiff by defendant and by written agreement of counsel it was heard by me at my chambers in Anderson, S. C., on the 13th day of June, 1914, on the following agreed statements of facts to-wit:

1. The plaintiff, Southern Public Utilities Company, is a corporation chartered and organized under the laws of the state of Maine and conducting business within and near the city of Anderson.

2. The defendant, Anderson School District, is a body corporate under and by the laws of the state of South Carolina, and embracing the territory included within the corporate limits of the city of Anderson and certain other territories lying contiguous thereto.

3. That on or about the eighteenth day of November, 1889, the city council of the city of Anderson entered into a franchise contract with the Anderson Water Supply Company, a copy of which is hereto attached, marked Exhibit A, and made a part of this agreed statement.

4. That on the eighth day of December, 1893, the said city council of the city of Anderson passed an ordinance, among other things, authorizing the transfer by the Anderson Water Supply Company and the Anderson Electric Light and Power Company of their respective contracts with the city council of the city of Anderson, and all the rights, powers, privileges and franchises under said contracts, to a new and consolidated corporation to be known as the Anderson Water, Light and Power Company, a copy of which ordinance is hereto attached and marked Exhibit B.

5. That such transfer above referred to was duly made, and on the twenty-second day of November, 1900, the Anderson Water, Light and Power Company filed with the said city council its acceptance of said amended ordinance, a copy of which acceptance is hereto attached and marked Exhibit C.

6. That from the date of said franchise and acceptance the said Water Supply Company, until said consolidation, and thereafter the Anderson Water, Light and Power Company, furnished the water provided for in said contract and franchises as herein specified, until the conveyance of the property of said Anderson, Water, Light and Power Company to the Southern Public Utilities Company. That thereafter the said Southern Public Utilities Company furnished water as provided in said franchises and contracts until the granting of the new franchise by the city on the tenth day of February, 1914.

7. That on the day of August, 1913, the Anderson Water, Light and Power Company sold and conveyed its property to the Southern Public Utilities Company as set out in its deed, a copy of which is hereto attached, and marked Exhibit D.

8. That by act of the Legislature of the state of South Carolina approved January 5, 1895, the Anderson school district was created; its boundaries being co-terminous with the corporate limits of the city of Anderson. Reference to said act is hereby craved as a part of these proceedings. Pursuant to said act several additional school buildings were erected within the city of Anderson, and one without the corporate limits of said city, so that the said board of trustees now has under its control within said district seven schools within the corporate limits of the city of Anderson, and one outside of the corporate limits, all being within said school district.

9. That by an act of the general assembly of the state of South Carolina, approved February 29, 1913, the original school district was enlarged so as to include certain territories contiguous to the city of Anderson, and thereafter the election provided for in said act having resulted in favor of the questions therein provided to be submitted to an election, the act went into effect, prior to August, 1913; reference to which act is hereby craved as a part of these proceedings. Pursuant to said act several additional school buildings were erected within the city of Anderson, and one without the corporate limits of said city, so that the said board of trustees now has under its control within said district seven schools within the corporate limits of the city of Anderson, and one outside of the corporate limits, all being within said school district.

10. Prior to the tenth day of February, 1914, water was furnished to the various public schools within the corporate limits of the city by the water company, free of charge, as provided by the franchise and contract to-wit:

11. On the tenth day of February, 1914, the city council of the city of Anderson granted to the Southern Public Utilities Company a franchise, a copy of which is hereto attached and marked Exhibit E, and on the same day, pursuant thereto, the Southern Public Utilities Company and the city of Anderson entered into a contract, a copy of which is hereto attached and marked Exhibit F.

12. From the date of the franchise granted by the city of Anderson to the Southern Public Utilities Company, and of the contract entered into between the city of Anderson and the Southern Public Utilities Company, the city of Anderson has furnished water to the public schools within the corporate limits of the city, and to one school outside of the corporate limits, all being within said school district, free of charge, as provided by the franchise and contract to-wit:

Here She Is, Aquitania, Fastest of Ocean Liners

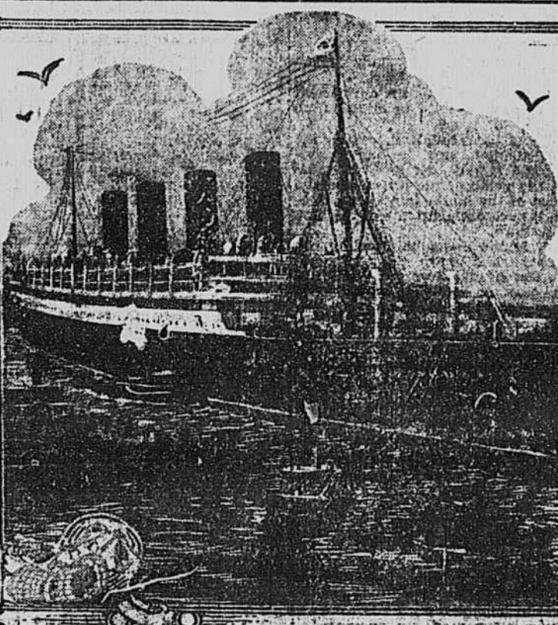


Photo by American Press Association.

INTERNATIONAL interest has been aroused by the new transatlantic liner Aquitania, which is the fastest passenger steamer in the world. She sails between Liverpool and New York. The Aquitania can make as high as twenty-six miles an hour, although her average rate of speed is maintained at about twenty-four knots. Her furnishings are of the most elaborate description. She has a length over all of 901 feet and is built along the same lines as the Lusitania and Mauretania.

These common schools were entirely independent of the city's control and it was not until the year 1895, that the Anderson graded schools were established. It was then that these graded schools became the only public schools in the city and as such, were to receive and did receive from the Anderson Water, Light and Power Company, until the latter company transferred all of its property real, personal and mixed to the plaintiff, corporation. Among the things conveyed to plaintiff by the Anderson Water, Light and Power company was:

"All that certain water system with the pipes, conduits, meters, reservoirs and all and every machinery apparatus or material incident thereto or connected therewith or useful therein, in and around the city of Anderson, state of South Carolina, including all rights of way and all easements incident to the maintenance of said distributing system or connected in any way therewith."

While it is true that the deed to plaintiff does not on its face purport to assign the franchise, it does so completely transfer all the property, means and instrumentalities including all rights of way and easements connected with its water system in the city of Anderson, as to render it wholly unable to comply with the terms of its franchise. It is granted to plaintiff all the substance of that franchise and retained for itself only the shadow, if it retained any thing.

On the acceptance of this conveyance the grantee who is the plaintiff, so proceeded as though it had assumed to do so to fulfill all the obligations of the grantor, including the supplying of free water to the public schools in said city, and it thereafter continued this service until the granting and acceptance by it of the franchise, of date February 10, 1914.

Having accepted all the rights of way and easements granted in the original franchise, when it accepted the conveyance from the Anderson Water, Light and Power Company, plaintiff, must be held to have accepted them with all the burdens and obligations under which they were held, one of which was the duty to supply the public schools with free water, and this duty continued until the expiration of the original franchise until about September 1st, 1915.

The right of free water for the use of the public schools was vested in all public schools in the city of Anderson that were entitled to receive and were receiving free water at the time of the granting and acceptance of the franchise of February 10th, 1914. Schools that have been opened since that date have not the right to free water. The city of Anderson could not and did not divest the public schools then in existence of their vested right of free water secured to them by the original franchise and this would be true even though it be fully conceded that as between the city and plaintiff the franchise of February 10th 1914 was an abrogation of the original franchise.

As to the second question, I hold that each separate school law consumed and may be so treated by the plaintiff in rendering bills against the defendant for the use of water supplied to such schools. This, of course, now applies to such schools as have been opened since February 10, 1914, and after the expiration of the original franchise it will apply to all the public schools in the city of Anderson.

It is decreed further that either party to this cause may at any time on proper notice to the other party, apply at his own expense for judgment as to such further order or judgment as it may be advised that it is entitled to.

Given at Anderson, S. C., this 10th day of June, 1914.

MAJ. DANIEL SAYS CAMP A BIG SURPRISE TO HIM

QUARTERMASTER SAYS IT IS THE BEST CAMPSITE HE HAS EVER SEEN

THE BIG "LAKE"

Drill Ground is Large Enough to Throw Three Regiments into Maneuvers at One Time.

Special to The Intelligencer.

Augusta, June 19.—Major M. J. Daniel, of Griffin, chief quartermaster of the National Guard of Georgia, expressed surprise and, as he termed it, "unlimited delight" in the instruction camp yesterday afternoon after he had gone over all the Almond property. "In the number of years I have been in connection with the militia and military camps I have never seen anything as good as this," said Major Daniel. "And, as far as this site is concerned, it isn't necessary that one more thing be done to put it in shape—I don't see how you are going to improve it at all."

"One of the features which is a most pleasing surprise to me, next to the fact that we will have in this camp more room than we have ever had anywhere else, is that it is so pleasant out here. Naturally, those of us who are not familiar with the fact that the camp is going to be located on these hills above the city in Augusta would jump at the conclusion that because the camp is right here on the edge of the city almost, it would be as hot as in a city, but it is as pleasant out here as one could wish to be in summertime—this breeze is fine."

A contrast, which appealed to Maj. Daniel, as it has to other military officers who have seen the camp site, and who participated in the Anniaton encampment, is the comparative distance between the location where the tents will be pitched and the enormous parade and drill ground at the Augusta camp. For an officers' clubhouse, on the eastern side of the lake, Almond Corporation superintendent's residences and office on the property, will be used—a commodious residence, with a piazza around three sides—and along in front of this the camp will be pitched. To the west of the camp proper, and on the western side of the lake, with an intervening stretch of about 2,500 feet of ground—less than the length of a 1,000-yard rifle range—the drill and parade ground commences. At Anniaton it was necessary for the troop to march more than two miles from the camp to the drill ground.

"More Room Than They Ever Had." "For drill purposes this is the finest place I have ever seen," said General Daniel. "For close-order drill it is more than would be needed."

That portion of the property which will be used for a drill ground is the Almond golf links, which covers a total of 250 acres, of which 125 acres are clear and level in Bermuda grass. On the three sides of this, away from the camp site, proper, are hills and forestry just such as the military man say they absolutely needed to make an instruction camp a complete success in working out military problems. In this connection Major Daniel said:

"On the drill ground it will be the easiest matter in the world to work the three regiments, which will be in camp at one time, all at once, and not have them conflict at all. In fact, this clear ground here and the growth of trees around the back of it gives identically what is needed for military purposes—and it is more room for maneuvering than we have ever had before."

"As to the tentage, that space over on the other side of the lake is abundant and excellently adapted for camp purposes; in fact, it is unusual that the combination can ever be found that exists here; the necessary amount of clear space, the shade trees and the nearness of the drill ground. Indeed, as I said before, I don't think a better campsite could be found anywhere, and the troops of the four states ought to be comfortable and well pleased here."

Lake To Be a Big Feature.

"The lake is quite naturally going to be a great attraction, and temptation to them, and I judge it is going to be necessary to establish bathing hours during the camp in order to keep the lake from being full of the boys in swimming all the time. In reality, I consider the presence of that lake, right in the middle of the campsite, one of the really big features, and one which is going to add enormously to the popularity of the camp with the enlisted men."

Major Daniel, as chief quartermaster, is the "paymaster" for the National Guard in Georgia, and is perhaps one of the best known military men in the state. He will be in Augusta today and part of tomorrow.

INTELLIGENCER WANT ADS. GET RESULTS

WANTS

Want a Home? For quick sale I offer a nice house and lot on Greenville street at a sacrifice. You should investigate this. Part cash, balance on time. Address, Opportunity, care Gen. Del., Anderson, S. C.

LOST

Stolen—From front of The Intelligencer office, Iroquois bicycle, stock model No. 31124. Bicycle brake, two brass plugs in front tire. Reward for information leading to recovery of same and conviction of thief, L. M. E., care Intelligencer, if

LOST—Wednesday night the 10th, in or between Anderson and Midland Shoals on Savannah river, one yellow folding pocketbook containing 5 checks aggregating about \$2,100.00. Reward if returned to W. W. Powell at Chero-Cola Bottling Co., Anderson, S. C. 6-18-14.

FOR SALE

For Sale—If you want nitrate of soda for spot or future shipment at will pay you to communicate with us before placing your orders. Hays & Co., Brokers, Importers, Dealers, all fertilizers, Sumter, S. C.

For Sale—Prompt shipment, car lots, 80 tons, sacked cotton seed hulls, 80 tons baled cotton seed hulls Union Seed and Fertilizer Co., Columbia, S. C.

POLITICAL ANNOUNCEMENTS

Under this head will be run short announcements of candidates. The rates for these are as follows: For county offices in both daily and semi-weekly, till election \$7.50; in either alone, \$5.00; cash in advance strictly. For city offices: in daily only: Mayor, \$5.00; aldermen \$3.00.

FOR MAYOR.
I hereby announce myself a candidate for Mayor of Anderson, subject to the rules of the Democratic primary election.
J. M. PAYNE

J. H. Godfrey is hereby announced as candidate for Mayor subject to the rules of the City Democratic Primary election.

B. B. Bleckley
Phone 671

O. M. Heard
Phone 27.

BLECKLEY & HEARD
Undertakers
117 E. Whitner St.

Answers all calls day or night. Phone 263.

The Bank of Anderson

The Strongest Bank in the County solicits your banking business. It is prepared to supply your needs in all phases of Banking. It solicits Savings accounts, Checking accounts and borrowings. All are welcome. In your name on its books?

The BANK of ANDERSON

SUBSCRIBE FOR THE ANDERSON DAILY INTELLIGENCER. ONE YEAR \$1.00. CASH IN ADVANCE. COLUMBIA, S. C. 1914.

SIDE-DRESS YOUR CROPS.

This cotton that is just now coming up should be side dressed as quick as it can be thinned out. If you side dress it with our 9-6 (nine per cent ammonia and six per cent potash) it will outgrow and make more than cotton that has been up a month and not side dressed. Where your cotton is up, our 4-2 or our 3-0-2 is what it needs. The outlook for a big cotton crop is not good now, and where you have a fair chance at a good crop you want to help it on as much as possible, and make every lock of cotton you can, as it looks now as if cotton would bring a good price this fall.

Fertilizer

used in side-dressing pays better than any fertilizer you use. You have gotten rid of the grass so that will take none of it; you have thinned out your crop so that the crop that is left gets all the fertilizer you use; and then your crop gets the full benefit of it just when it is fruiting, when the strain is greatest.

Give your cotton plenty of plant food and it will not shed. It can stand drouth better, insects and pests and diseases better, because it is better fed and stronger.

ANDERSON PHOSPHATE & OIL CO.

Anderson, S. C.
SAYRE & BALDWIN ARCHITECTS
Bleckley Bldg. Anderson, S. C.
Citizens National Bank Bldg. Raleigh, N. C.
CASEY & FANT ARCHITECTS
Anderson, S. C.
Brown Office Building, Second Floor, Phone 269